

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

WACHOVIA BANK, NATIONAL ASSOC.	§	PLAINTIFF
	§	
V.	§	Civil Act. No.1:08CV237HSO-JMR
	§	
N300SC, INC., ET AL.	§	DEFENDANTS

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

BEFORE THE COURT is a Motion for Summary Judgment [34-1] pursuant to FED. R. CIV. P. 56, filed on May 14, 2009, on behalf of Plaintiff Wachovia Bank, in the above captioned cause. Defendant has filed a Notice stating that he does not intend to file a Response in opposition to the instant Motion. After due consideration of the Motion and the relevant law, it is the opinion of the Court that because the Plaintiff, as successor in interest to SouthTrust Bank, has established that there are no genuine issues of material fact on its claims for material breach of a note and breach of guaranty against Defendants, Plaintiff is entitled to summary judgment¹ on these claims.

¹ Rule 56(c) of the Federal Rules of Civil Procedure states that the judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that a moving party is entitled to judgment as a matter of law. See FED. R. CIV. P. 56. The purpose of summary judgment is to isolate and dispose of factually unsupported claims or defenses. See *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986); *Meyers v. M/V Eugenio C.*, 842 F.2d 815, 816 (5th Cir. 1988).

In the present case, the record reflects the presence of a valid contract, the terms of which were clear and unambiguous. The undisputed evidence demonstrates that Defendants failed to abide by the terms of payment set forth in the parties' agreement. The resulting breach of this agreement caused damage to Plaintiff. The Court finds that as a matter of law, Defendants have not produced any evidence to establish the existence of any material questions of fact. Plaintiff is therefore entitled to judgment as a matter of law. Accordingly,

IT IS, ORDERED AND ADJUDGED, that Plaintiff's Motion for Summary Judgment filed May 14, 2009 [34-1], should be and is hereby **GRANTED**.

SO ORDERED AND ADJUDGED, this the 2nd day of June, 2009.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE